IN THE PARSI CHIEF MATRIMONIAL COURT AT BOMBAY

SUIT NO. 34 OF 2005

Kainaz Eric Wadia
At 4/6, Mehta Bldg., Khan Estate,
Mahim, Mumbai - 400 016. ... Plaintiff No.1.

V/s

Eric Khushroo Wadia,
At N/30, Navroze Baug,
S.S. Rao Road, Mumbai-400 012. ... Plaintiff No.2.

Ms. A.S. Khushrushahi for the plaintiffs.

Both plaintiffs present in person.

CORAM: P.V. KAKADE, J.

DATED: 16TH DEC., 2005

P.C.:

1. The suit is filed for decree of divorce dissolving the marriage by mutual consent as contemplated under Sec.32-B of the Parsi Marriage & Divorce Act, 1936 (hereinafter referred to as the said Act).

2. Both plaintiffs are present before the Court and submit that they were married on 6.1.2003 according to Parsi Zoroastrian rites and customs. There is no issue of the said marriage. After the marriage, they cohabited and resided at Vashi for a short while and

thereafter both plaintiffs shifted to plaintiff No.2's parents' place in Mumbai. Thereafter, plaintiffs shifted to Mahim and stayed there alongwith plaintiff No.1's parents. There were serious differences between the plaintiffs as they realized that they were totally incompatible. Both plaintiffs are working and their jobs require night shifts because of which the plaintiffs hardly had any time for each other. There were disputes between them and they were unable to resolve the differences and due to such differences there were tension in the house and they realized that it would not be possible to lead a harmonious married life and it became impossible for them to live together and, therefore, they are living separately with each other w.e.f. 30th October, 2004. Plaintiff No.2 moved out of the plaintiff No.1's parents place and went to his parents' place at Navroze Baug, Mumbai.

3. Both plaintiffs admit that they have voluntarily signed the consent terms without any pressure from any party. Clause 4 of the consent terms also show that plaintiff No.2 had agreed to pay Rs.25,000/- to the plaintiff No.1 which he had earlier paid at the time of booking of the flat at Pune. Plaintiff No.1 admits that she has received the said amount from plaintiff No.2

already and there is no grievance in that regard. Plaintiff No.1 also has agreed to sign all necessary papers that may be required to get plaintiff No.2's name deleted from ownership of flat at Pune as her name was added for the sake of convenience and, as such, she has no right, title and interest on the said flat. They have further agreed to sign all the documents and papers, forms that may be required from the joint holding/bank accounts where their name stands second. In view of this position, I am satisfied that the plaintiffs are seeking separation and divorce by dissolving marriage by mutual consent and there is absolutely no reason why decree should not be passed accordingly.

In the result, the suit stands decreed in terms of prayer clauses (a) & (b) except for the fact that payment of Rs.25,000/- is already made to plaintiff No.1.

With this direction, the suit stands disposed of with no order as to costs.

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